

# Survivor Moms' Companion END USER LICENSE AGREEMENT

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## 1. ACCEPTANCE OF END USER LICENSE AGREEMENT

**Agreement.** This End User License Agreement is a legal agreement between you (either, an individual, or a single entity), and Growing Forward Together, ("GFT"), a U.S. nonprofit organization with offices at Survivor Moms' Companion, 2075 W Stadium Blvd #1974, Ann Arbor, MI 48103, and GFT's licensors, and affiliates doing business as Survivor Moms' Companion (collectively, "SMC", "we", or "us"). This End User License Agreement is comprised of the terms and conditions below, the applicable Tutor, Supervisor, or Agency attestation; the Terms of Use; and the Privacy Policy (collectively, the "EULA") and governs your access to and use of the SMC Training Materials (defined below).

BY PRESSING "I AGREE" ON THE WEBSITE REGISTRATION SCREEN, YOU AGREE THAT YOU HAVE READ THE TERMS AND CONDITIONS IN THIS AGREEMENT AS WELL AS THE TERMS OF USE AND PRIVACY POLICY. THE EULA GOVERNS THE USE OF SMC TRAINING MATERIALS FOR THE SURVIVOR MOMS' COMPANION INTERVENTION PROGRAM WHICH INCLUDES BUT IS NOT LIMITED TO PRINTED TRAINING MANUALS, WORKBOOKS, ATTESTATIONS, ONLINE ASSESSMENTS, DOCUMENTATION, ONLINE MEDIA, AND THE ONLINE DOCUMENTATION SYSTEM (COLLECTIVELY, "SMC TRAINING MATERIALS"). BY PURCHASING, ACCESSING, AND/OR USING THE SMC TRAINING MATERIALS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS EULA, YOU WILL NOT BE PERMITTED TO ACCESS OR RECEIVE THE SMC TRAINING MATERIALS. IF YOU DO NOT AGREE, SELECT "DISAGREE/DECLINE." YOU AGREE THAT YOUR ACCESS AND USE OF THE SMC TRAINING MATERIALS ACKNOWLEDGES THAT YOU HAVE READ THE TERMS OF THIS EULA AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS

## 2. OWNERSHIP OF SMC MATERIALS

It is hereby understood and agreed that GFT and its licensors are the owners of all right, title, and interest to the SMC Training Materials, regardless of the media or form of delivery, whether in printed or electronic copies, online documentation, streaming media, or otherwise. The SMC Training Materials and the Website are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SMC Training Materials are licensed, not sold, to you by GFT for use only under the terms of this EULA. You, as user, are a licensee of the SMC Training Materials and do not acquire any ownership rights in or to the SMC Training Materials. The terms and conditions of this EULA will govern any updates or revisions of the SMC Training Materials provided by GFT that replace and/or supplement the original SMC Training Materials.

### **3. ELIGIBILITY**

The Survivor Moms' Companion is a psycho-education program designed to help pregnant women with a history of childhood maltreatment ("clients") to break the cycles of abuse and psychiatric vulnerability in their lives and the lives of the newly born. The website, <http://www.survivormoms.org/> ("Website") and SMC Training Materials are offered and available only to professionals, including nurses, social workers, and other maternity care or mental health service providers who have (i) been certified as a "Tutor"; or (ii) certified as a "Supervisor"; or licensed as an "Agency" (collectively "Eligible Users") who agree to adhere to the SMC Training Materials and applicable attestation. By registering for the Tutor or Supervisor training, or applying for an Agency license, you represent and warrant that you: (a) meet the applicable eligibility requirements for Tutor, Supervisor, or Agency; (b) have read and agree with the applicable attestation for Tutor, Supervisor, or Agency; and (c) maintain all eligibility requirements, applicable certifications, and recertifications. If you do not meet all of these requirements, you must not access or use the SMC Training Materials or the Website.

### **4. TERM AND TERMINATION**

- A. The term of the EULA commences upon your registration on the Website as a certified Tutor, certified Supervisor, or licensed Agency and shall continue for twelve (12) months ("Term"). You may renew the term of the EULA for an additional twelve (12) months upon successful recertification as a Tutor or Supervisor, or upon renewal of an Agency's license.
- B. GFT may terminate your EULA at any time for a failure to meet the eligibility requirements described in Section 3, including by: (i) not accepting and agreeing to your respective attestation; (ii) not recertifying or renewing your Agency license; (iii) not complying with the requirements of the SMC Program for Tutors, Supervisors and Agencies. Such termination shall be effective immediately upon notice that you are no longer eligible to use the SMC Training Materials.
- C. You may terminate the EULA prior to the end of the term upon sixty (60) days prior written notice to GFT, completion of all outstanding SMC tasks, written notice to your Supervisor and/or Agency, and return to GFT or destroy all SMC Training Materials. Agency shall receive a prorated refund of any prepaid license fees associated with the unused portion of the term.
- D. You may terminate the EULA at the end of the term upon written notice to GFT, completion of all outstanding SMC tasks, written notice to your Supervisor and/or Agency, ceasing use of the Website and SMC Training Materials and return or destroy all SMC Training Materials as directed by GFT.
- E. Sections 2, 3, 4, 5(B), 5(C), and 8 will survive any termination or expiration of this Agreement.
- F. Termination or expiration of this Agreement will not affect either party's liability for any breach of this Agreement such party may have committed before such expiration or termination.

## **5. GRANT OF LICENSE AND RESTRICTIONS**

A. GFT grants you a non-exclusive, non-transferable, terminable, end-user license during the term to access and use the SMC Training Materials from the Website by downloading electronic files, submitting orders for printed materials in the online store, and/or logging on to access SMC's online documentation system. B. You shall not, without GFT's express written consent:

1. Copy, reproduce, or distribute the SMC Training Materials;
2. Electronically transfer the SMC Training Materials via the internet, by email, by FTP, to a hard drive, through a LAN (local area network), social media, other network system or in any other manner of transferring now known or later discovered; or
3. Modify, adapt, or create derivative works based on the SMC Training Materials or any accompanying materials.

B. Under no circumstances will your access and use of the SMC Training Materials give you any intellectual property or proprietary rights in or to the SMC Training Materials, or any part thereof. All rights, title, and interest in the SMC Training Materials belong solely to GFT. Upon your termination of the SMC EULA, all such SMC Training Materials shall be returned to GFT or destroyed, as GFT shall determine.

## **6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

A. From time to time, at GFT's sole discretion, GFT may provide you with support services related to the SMC Training Materials ("Support Services"). GFT reserves the right to alter, suspend, and terminate Support Services at any time and for any reason. Use of Support Services is governed by this EULA, including the Privacy Policy, and Terms of Use.

B. Any additional and/or supplemental training materials provided to you in the course of Support Services shall be considered part of the SMC Training Materials and subject to the terms and conditions of this EULA.

C. GFT retains all right, title, and interest in and to the SMC Training Materials, and any rights not granted to you herein are reserved by GFT. You hereby expressly agree not to extract information, reverse engineer, disassemble, decompile, or translate the SMC Training Materials, or otherwise attempt to derive the source code of the SMC Training Materials, except to the extent allowed under any applicable law. In the event that such activities are permitted by applicable law, any information you, or your authorized agent, discover shall be promptly disclosed to GFT and shall be deemed the confidential information of GFT.

D. You shall not modify, sublicense, assign, or transfer the SMC Training Materials or any rights under this EULA, except as expressly provided in this EULA. Any attempt to other sublicense, assign, or transfer any of the rights, duties, or obligations will be void.

E. GFT and its parent license holder, the University of Michigan, makes no representations, extends no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes

no responsibilities whatever with respect to design, development, manufacture, reproduction, use, distribution, performance, display, license, sale or other disposition by end users, or any other person or entity, of the program or any derivative works. In no event shall GFT or the University of Michigan be responsible or liable for any direct, indirect, special, incidental, or consequential damages or lost profits or other economic loss or damage with respect to the SMC or any derivative works to end users.

F. The end user shall defend, indemnify and hold harmless GFT and the University of Michigan from and against any claims, damages or expenses (including attorney's fees and other litigation expenses) arising out of any asserted patent, trade secret, copyright or trademark infringement action brought as a result of the use, reproduction, modification, performance, display, licensing or other distribution of the SMC or its derivative works by end users.

G. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY GFT.

## 8. USER-GENERATED CONTENT

**User Contributions.** The Website features an Online Documentation System that allows: (i) users to contribute information regarding their use of the SMC Training Materials with clients in the SMC program, and (ii) our partners and researchers to access and respond to information submitted for training, quality control, and research purposes (collectively, " User Contributions ") on or through the Online Documentation System.

All User Contributions submitted by users must comply with the provisions of these Terms of Use, the SMC Training Materials, and the applicable Tutor, Supervisor, or Agency attestations.

You agree that User Contributions you submit to the Online Documentation System shall not disclose personally identifiable information or protected health information regarding the clients.

Any User Contributions you submit to the site will be considered confidential and proprietary to SMC. By providing any User Contribution on the Website, you grant us and our licensors, program partners, and service providers, and each of their and our respective licensees, successors, and assigns an irrevocable right and non-exclusive, royalty-free, perpetual, worldwide and fully sublicenseable license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties in and to any such material for any purpose/according to your account settings. You agree that we may condense, summarize, rearrange, or extract User Contributions in our sole discretion.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our research partners and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with this EULA, the applicable Tutor, Supervisor, or Agency attestations, and the Terms of Use.

- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Organization, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness.; and the Privacy Policy